

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
ENTERTAINMENT MEDIA TRUST,	)	MB Docket No. 19-156
DENNIS J. WATKINS, TRUSTEE	)	
	)	
Applications to Renew License:	)	
	)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BR-20120709ACP
	)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BR-20120709AC0
	)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BR-20120921AAW
	)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BR-20120921ABA
	)	
Application for Consent to Assignment of	)	
Licenses:	)	
	)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BAL-20160919ADH
	)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BAL-20160919ADI
	)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BAL-20160919ADJ
	)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BAL-0160919ADK
	)	
Application for Permit to Construct New	)	Facility ID No. 200438
Station:	)	File Nos. BNPFT-20170726AEF
	)	BNPFT-20180314AAO
W275CS, Highland, Illinois	)	

To: Entertainment Media Trust, Dennis Watkins, Trustee

**ENFORCEMENT BUREAU'S FIRST REQUEST  
FOR PRODUCTION OF DOCUMENTS TO ENTERTAINMENT MEDIA TRUST,  
DENNIS J. WATKINS, TRUSTEE**

The Enforcement Bureau (Bureau), pursuant to section 1.325 of the Commission's rules, 47 CFR § 1.325, hereby requests that Entertainment Media Trust, Dennis Watkins, Trustee (EMT) produce the Documents, as defined and specified herein, and deliver the Documents to the offices of the Investigations and Hearings Division, Enforcement Bureau, Suite 4-C330, 445 12<sup>th</sup> Street, S.W., Washington, DC 20554 within ten (10) calendar days of the date of the Bureau's First Request for Production of Documents to EMT (Bureau's First Document Requests).

**DEFINITIONS**

For the purposes of the Bureau's First Document Requests, the following definitions shall apply:

a. "EMT" and "the Trust" and "you" and "your" shall mean Entertainment Media Trust, Dennis Watkins, Trustee, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2006 through the present.

b. "EMT" and "the Trust" shall also mean "EMT #2" or "Trust # 2" unless the interrogatory asks for information specific to only "EMT #2" or "Trust #2."

c. "EMT #2" or "Trust #2" shall mean Entertainment Media Trust #2, Dennis Watkins, Trustee, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions,

predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period September 14, 2016 through the present.

d. For purposes of the definition of EMT, “you” and “your” shall also include, but not be limited to, Dennis J. Watkins.

e. “EMT LOI” shall mean the Letter of Inquiry from Albert Shuldiner, Chief, Audio Division, Media Bureau to Davina Sashkin, Fletcher, Heald & Hildreth (May 17, 2018).

f. “EMT LOI Response” shall mean Entertainment Media Trust, Dennis J. Watkins, Trustee (Licensee), Responses to May 17, 2018 FCC Letter of Inquiry (LOI), Letter from Davina Sashkin, Fletcher, Health & Hildreth, to Marlene H. Dortch, Secretary, Federal Communications Commission, dated July 2, 2018.

g. “EMT Trust Instrument” shall mean the document entitled *Entertainment Media Trust* which is attached as Exhibit A to Nonjudicial Settlement Agreement which itself is attached as Exhibit A to the 2012 EMT Opposition.

h. “EMT Trust Agreement” or “Restated Trust” shall mean the Trust Agreement of the Entertainment Media Trust, attached as Exhibit B to the 2012 EMT Opposition.

i. “EMT #2 Trust Agreement” shall mean the Trust Agreement of the Entertainment Media Trust #2, attached as Exhibit N to the EMT LOI Response.

j. “Insane” shall mean Insane Broadcasting Company, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons

working for or on behalf of any of the foregoing during the period January 1, 2006 through the present.

- k. “Romanik” shall mean Robert Romanik.
- l. “Sanders” shall mean Katrina Sanders.
- m. “Stephen Romanik” shall mean Stephen Romanik II.
- n. “Watkins” shall mean Dennis J. Watkins, Trustee of EMT and EMT #2.
- o. “Stations” shall mean Stations KFTK(AM) (formerly WQQX(AM)), WQQW(AM), KZQZ(AM), and KQQZ(AM).
- p. “Local Programming and Marketing Agreement” or “2018 LPMA” shall mean the Local Programming and Marketing Agreement made as of July 1, 2018 between EMT and Insane, attached as Exhibit A to the EMT LOI Response.
- q. “Assignment of Beneficial Interest” shall mean the Assignment of Beneficial Interest in Trust attached as Exhibit N to the EMT LOI Response.
- r. “2012 EMT Opposition” shall mean the Opposition to Petition to Deny filed by EMT on December 21, 2012.
- s. “2016 EMT Opposition” shall mean the Opposition to Petition to Deny filed by EMT on November 16, 2016.
- t. “Emmis” shall mean Emmis Radio, LLC, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2016 through the present.

u. “Emmis LMA” shall mean the Local Programming and Marketing Agreement entered into between EMT and Emmis as of July 13, 2016.

v. “Entercom” shall mean Entercom Communications Corporation, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2016 through the present.

w. “Bureau” shall mean the Enforcement Bureau of the Federal Communications Commission.

x. “Media Bureau” shall mean the Media Bureau of the Federal Communications Commission.

y. “Commission” or “FCC” shall mean the Federal Communications Commission.

z. “Rules” shall mean the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

aa. The term “and” also shall mean “or” and the term “or” also shall mean “and.”

bb. The term “each” also shall mean “every” and the term “every” also shall mean “each.”

cc. The term “all” also shall mean “any” and the term “any” also shall mean “all.”

dd. “Bureau’s RFA’s” or “Bureau RFA Request” shall mean the Bureau’s Requests for Admission of Facts to Entertainment Media Trust, Dennis Watkins, Trustee, dated July 16, 2019.

ee. “Written communication” shall mean written or electronic correspondence of any kind.

ff. “Communicated with” shall mean the same as intended by EMT in response to the Bureau’s RFAs.

gg. “Discussion” shall mean any assembly, congregation, encounter, meeting or conversation between or among two or more individuals for any purpose, whether or not planned, arranged, or scheduled in advance. “Discussion” includes, without limitation, all oral communications, whether or not in person, by telephone (including voicemails and similar recordings), or otherwise, and electronic communications (including emails) between two or more individuals.

hh. “Discussed” shall mean the same as intended by EMT in response to the Bureau’s RFAs.

ii. “Document” shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, videotaped, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any book, pamphlet, periodical, contract, agreement, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form) in the possession, custody, or control of EMT.

jj. “Employee” shall mean any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

kk. “Entity” shall mean any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

ll. “Representative” shall mean any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

mm. “Person” shall mean any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

nn. The phrases “referring to” and “relating to” shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the foregoing.

oo. The term “related to” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

pp. The term “regarding” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

qq. The term “concerning” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.



rr. The phrase “administration . . . of the Stations” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

ss. The phrase “programming of the Stations” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

tt. The phrases “ultimate control” and “ultimate authority” and “ultimately controlled” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

uu. The phrases “programming policies for the Station” and “Station’s programming policies” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

vv. The phrases “policies governing Station personnel” and “Station’s personnel policies” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

ww. The phrases “policies governing Station finances” and “Stations’ financial policies” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

xx. The phrase “in collaboration with” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

yy. The phrases “in consultation with” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

zz. The term “directed” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

aaa. The phrase “supervision of” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

bbb. The phrase “supervised and controlled” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

ccc. The phrase “daily operations” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.



ddd. The phrase “operational standards” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

eee. The term “Operating Costs” shall mean the same as it is used in Schedule A to the 2018 LPMA.

## INSTRUCTIONS

a. EMT has an obligation to produce all documents, papers, books, accounts, letters, or other tangible things responsive to the Bureau’s First Document Requests that are in EMT’s possession, custody or control.

b. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is not distorted by addition of another tense or tenses.

c. You are to produce entire documents, including attachments, enclosures, cover letter, memoranda, and appendices.

d. Any document or thing produced pursuant to the Bureau’s First Document Requests shall be serially numbered and reflect the name of the party or entity producing the document or thing. For each document or statement submitted in response to the Bureau’s First Document Requests, indicate, by number, to which of the Bureau’s First Document Requests it is responsive and identify the person(s) from whose files the document was retrieved.

e. Any document or thing called for under the Bureau’s First Document Requests but not produced on the basis of a claim of privilege should be identified by the name of the preparers, the name of all recipients (including copy recipients), the date of the document, the nature or type of document (*e.g.*, memorandum, letter, etc.), and the general nature of the subject matter for which a privilege is claimed. All such documents and/or things shall be listed on a privilege log and the log shall be supplied at a time and place to be agreed upon by counsel.

f. In response to each of the Bureau's First Document Requests, you shall affirm whether responsive documents exist and have been, or shall be, produced. If a document responsive to any of the Bureau's First Document Requests existed but is no longer available, identify each such document by author, recipient, date, title, and specific subject matter, and explain fully why the document is no longer available.

g. Unless otherwise specified, supply all information requested for the period January 1, 2006 through the present.

### **DOCUMENTS REQUESTED**

1. All drafts and versions of the EMT Trust Instrument.
2. All drafts and versions of the EMT Trust Agreement.
3. All drafts and versions of the EMT Trust #2 Agreement.
4. All drafts and versions of the Assignment of Beneficial Interest.
5. All drafts and versions of the 2018 LPMA.
6. All written communications between Watkins and Stephen Romanik and/or between Watkins and Romanik regarding the EMT Trust Agreement.
7. All written communications between Watkins and Sanders and/or between Watkins and Romanik regarding the EMT #2 Trust Agreement.
8. All written communications between Watkins and Sanders and/or Watkins and Romanik regarding the Assignment of Beneficial Interest.
9. All written communications between Watkins and Paul Lauber regarding the EMT Trust Agreement, the EMT #2 Trust Agreement, and/or the Assignment of Beneficial Interest.
10. Documents sufficient to identify any bank account opened in the name of EMT from 2006 to the present.

11. All written communications between EMT and the Media Bureau concerning the Stations from 2006 through the present, including but not limited to communications between EMT counsel, including but not limited to Anthony Lepore, and/or Fletcher, Heald & Hildreth, and the Media Bureau regarding the Stations from 2006 through the present.

12. All written communications between EMT and the Bureau concerning the Stations from 2006 through the present, including but not limited to communications between EMT counsel, including but not limited to Anthony Lepore, and/or Fletcher, Heald & Hildreth, and the Bureau regarding the Stations from 2006 through the present.

13. A complete copy of the EMT 2012 Opposition, EMT 2016 Opposition, and EMT LOI Response with all exhibits and attachments.

14. All written communications between Watkins and John Pierce regarding the Stations.

15. All written communications between Watkins and Stephen Romanik and/or Watkins and Romanik concerning the formation of EMT.

16. All written communications between Watkins and Romanik and/or Watkins and Sanders concerning the formation of EMT #2.

17. Documents constituting the statements from any bank accounts opened in the name of EMT dated from January 1, 2006 through the present.

18. Documents sufficient to show each programming decision made by Watkins for the Stations.

19. Documents sufficient to show all certificates of commercial general liability insurance held by EMT for each of the Stations.

20. Documents sufficient to identify who paid for commercial general liability insurance held by EMT for each of the Stations.

21. All documents related to EMT's application for a new FM translator to rebroadcast WQQW.
22. Documents identifying all payments made from Insane to EMT in accordance with Schedule A to the 2018 LPMA.
23. Documents identifying all costs incurred by EMT "in association with the operation of the Programmed Stations as FCC Licensee, including, but not limited to, utilities, rents, insurance, licensing fees, FCC Regulatory Fees and all other items necessary and incident to the operation of the Programmed Stations" as well as "for any repairs or capital improvements necessary for the Programmed Stations to continue licenses operations" for which it was owed reimbursement by Insane in accordance with Schedule A to the 2018 LPMA.
24. Documents identifying all income made by the Trust and/or the Trust #2.
25. Documents identifying all payments made by the Trust and/or the Trust #2 to Stephen Romanik and/or Sanders.
26. In the EMT LOI Response at Answer 13, EMT represented to the Media Bureau that Stephen Romanik and Sanders each requested that "income earned by the Trust be directed to Insane for use in Station operations." Provide documents sufficient to show that Stephen Romanik and Sanders each requested that "income earned by the Trust be directed to Insane."
27. Documents identifying all payments made by the Trust and/or the Trust #2 to Insane.
28. In the EMT LOI Response at Answer 8, EMT represented to the Media Bureau that "all costs and expenses for the Stations specified in the question have been, and continue to be, paid by Insane." Provide all documents demonstrating that Insane has paid, and continues to pay, all of the costs and expenses specified in the EMT LOI at Question 8, including but not limited to bank records, cancelled checks, and Insane's state and Federal tax returns.

29. Provide all documents demonstrating who pays and has paid each of the Operating Costs, as that term is used in Schedule A to the 2018 LPMA, incurred in the operation of the Stations from January 1, 2006 to the present.

30. Provide all documents demonstrating who pays and has paid “for any repairs or capital improvements necessary for the Programmed Stations to continue licenses operations” as that phrase is used in Schedule A to the 2018 LPMA.

31. Documents sufficient to show the affidavit by Watkins referenced in paragraph (e) of the Assignment of Beneficial Interest.

32. Documents sufficient to show all monthly lease installment invoices from EMT to Entercom and the payments made thereto.

33. Documents sufficient to identify all current and former employees and/or consultants hired by EMT.

34. Documents sufficient to identify all current and former employees and/or consultants hired by Insane.

35. In response to Bureau RFA Request No. 29, EMT admits that “Watkins communicated with Stephen Romanik concerning the administration . . . of the Stations.” Provide all written communications between Watkins and Stephen Romanik concerning the administration of the Stations.

36. In response to Bureau RFA Request No. 29, EMT admits that “Watkins communicated with Stephen Romanik concerning the . . . programming of the Stations.” Provide all written communications between Watkins and Stephen Romanik concerning the programming of the Stations.

37. In response to Bureau RFA Request No. 44, EMT admits that “Stephen Romanik and Watkins regularly met and discussed the Stations’ FCC compliance.” Provide all written

communications between Watkins and Stephen Romanik concerning the Stations' FCC compliance.

38. In response to Bureau RFA Request No. 46, EMT admits that "Watkins ultimately controlled decisions related to the Stations' 'operational standards.'" Provide all documents demonstrating how Watkins ultimately controlled decisions related to the Stations' operational standards.

39. In response to Bureau RFA Request No. 47, EMT admits that "Watkins ultimately controlled decisions related to the Stations' finances." Provide all documents demonstrating how Watkins ultimately controlled decisions related to the Stations' finances.

40. In response to Bureau RFA Request No. 31, EMT admits that "Watkins communicated with Stephen Romanik concerning the Stations' finances." Provide all written communications between Watkins and Stephen Romanik concerning the Stations' finances.

41. In response to Bureau RFA Request No. 104, EMT admits that the "routine payroll, accounting, and administrative support functions for the Stations . . . was at all times subject to the ultimate control of EMT." Provide all documents demonstrating how EMT exercised control over the routine payroll, accounting, and/or administrative support functions for the Stations.

42. In response to Bureau RFA Request No. 108, EMT admits that it "supervised and controlled the Stations' daily operations." Provide all documents demonstrating how EMT supervised and controlled the Stations' daily operations.

43. In response to Bureau RFA Request No. 102, EMT admits that Watkins "made hiring and firing decisions in consultation with Stephen Romanik." Provide all documents demonstrating that Watkins made hiring and firing decisions in consultation with Stephen Romanik.

44. In response to Bureau RFA Request No. 118, EMT admits that “Watkins directed Stephen Romanik’s supervision of all Station employees.” Provide all documents demonstrating how Watkins directed Stephen Romanik’s supervision of all Station employees.

45. In response to Bureau RFA Request No. 119, EMT admits that “Stephen Romanik carried out decisions made by Watkins concerning the hiring or firing of Station employees.” Provide documents sufficient to show each decision Watkins made concerning the hiring or firing of Station employees.

46. All written communications between Watkins and Sanders concerning the administration and/or programming of the Stations.

47. All written communications between Watkins and Sanders regarding the Stations’ programming policies.

48. All written communications between Watkins and Sanders regarding the Stations’ finances.

49. All written communications between Watkins and Sanders regarding the Stations’ financial policies.

50. All written communications between Watkins and Sanders concerning the hiring or firing of Station employees.

51. All written communications between Watkins and Sanders concerning the Stations’ personnel policies.

52. Documents sufficient to show all versions of the programming policies for the Stations referred to by EMT in its response to Bureau RFA Request No. 105.

53. Documents sufficient to show all versions of the policies governing Station personnel referred to by EMT in its response to Bureau RFA Request No. 106.

54. Documents sufficient to show all versions of the policies governing Station



finances referred to by EMT in its response to Bureau RFA Request No. 107.

55. In response to Bureau RFA Request No. 109, EMT admits that Watkins “made employment decisions in collaboration with Sanders.” Provide documents sufficient to show each employment decision Watkins made in collaboration with Sanders.

56. In response to Bureau RFA Request No. 149, EMT admits that “Sanders . . . provided input at the request of Watkins in employment decisions at the Stations.” Provide documents sufficient to show all of the input Sanders provided at the request of Watkins in employment decisions at the Stations.

57. In response to Bureau RFA Request No. 150, EMT admits that “Romanik . . . provided input at the request of Watkins in hiring and firing decisions at the Stations.” Provide documents sufficient to show all of the input Romanik provided at the request of Watkins in hiring and firing decisions at the Stations.

58. In response to Bureau RFA Request No. 114, EMT admits that it set the policies governing Station personnel in consultation with Sanders. Provide documents sufficient to show that EMT set the policies governing Station personnel in consultation with Sanders.

59. Documents sufficient to show the policies governing Station personnel that EMT set in consultation with Sanders.

60. In response to Bureau RFA Request No. 115, EMT admits that it set the policies governing Station finances in consultation with Sanders. Provide documents sufficient to show that EMT set the policies governing Station finances in consultation with Sanders.

61. Documents sufficient to show the policies governing Station finances that EMT set in consultation with Sanders.

62. All written communications between Watkins and Romanik regarding the purchase of a translator for Station WQQW.

63. All written communications between Watkins and Romanik regarding EMT's application to construct a new FM translator.

64. All written communications between Watkins and John Scheper regarding the Stations.

65. In the EMT LOI Response at Answer 7, EMT represented to the Media Bureau that "Ms. Sanders has from time to time loaned to Licensee small amounts of funds for Station operating expenses, for a total of approximately \$25,000.00." Provide documents sufficient to show that "Ms. Sanders has from time to time loaned to Licensee small amounts of funds for Station operating expenses, for a total of approximately \$25,000.00," including but not limited to documents sufficient to show the amount of the loan, the terms of the loan, the date on which the loan was made, the operating expense for which the loan was made, and why EMT needed the loan.

66. Documents sufficient to show that EMT repaid any loan(s) made by Sanders to EMT.

67. In response to Bureau RFA Request No. 154, EMT admits that "Watkins communicated with Romanik concerning the terms of the Emmis LMA." Provide all written communications between Watkins and Romanik concerning the Emmis LMA.

68. All written communications between Watkins and Emmis personnel concerning the Emmis LMA.

69. All written communications between Watkins and Emmis personnel concerning the purchase of a translator for Station WQQW.

70. All written communications between Watkins and Emmis personnel concerning anything other than the Emmis LMA or the purchase of a translator for Station WQQW.

71. In response to Bureau RFA Request No. 171, EMT admits that "Watkins

conferred with other individuals (including Romanik) regarding whether to purchase a translator for Station WQQW.” All written communications between Watkins and “other individuals (including Romanik) regarding whether to purchase a translator for Station WQQW.”

72. All written communications between Romanik and Emmis personnel concerning the Emmis LMA.

73. All written communications between Watkins and Sanders concerning the Emmis LMA.

74. All written communications between Watkins and Stephen Romanik concerning the daily operations of the Stations.

75. All written communications between Watkins and Romanik concerning the daily operations of the Stations.

76. All written communications between Watkins and Sanders concerning the daily operations of the Stations.

77. All written communications between Watkins and Stephen Romanik concerning payment of the costs and expenses specified in the EMT LOI at Question 8 and the Operating Costs as that term is used Schedule A to the 2019 LPMA.

78. All written communications between Watkins and Romanik concerning payment of the costs and expenses specified in the EMT LOI at Question 8 and the Operating Costs as that term is used Schedule A to the 2019 LPMA.

79. All written communications between Watkins and Sanders concerning payment of the costs and expenses specified in the EMT LOI at Question 8 and the Operating Costs as that term is used Schedule A to the 2019 LPMA.

Respectfully submitted,

Rosemary C. Harold  
Chief, Enforcement Bureau



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August 20, 2019

**CERTIFICATE OF SERVICES**

Pamela S. Kane certifies that she has on this 20th day of August, 2019, sent copies of the foregoing "ENFORCEMENT BUREAU'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE" via email to:


The Honorable Jane H. Halprin  
Administrative Law Judge  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

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Federal Communications Commission  
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